

INVITATION TO BID - ANNUAL CONTRACT							
SEALED BIDS will be received by the PURCHASING DIVISION of the CITY OF BATON ROUGE, EAST BATON ROUGE PARISH until 11:00 am CST, June 14, 2023 at the location shown below.							
TITLE: A23-0525 Emergency Medical Services Uniforms and Jackets				RETURN BID TO: PURCHASING DIVISION <u>Physical Address:</u> 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802 **NOTE: U.S. Postal Regular & Expedited Mail do not deliver to our physical address; delays may occur due to City Parish Mailroom processing			
FILE NO: 23-0525 AD DATES: 5.30.23 & 6.6.23							
SHIP TO ADDRESS: VARIOUS CITY PARISH LOCATIONS IN THE GREATER BATON ROUGE AREA				Contact Regarding Inquiries: Purchasing Analyst : Tian Clark Telephone Number: 225-389-3259 x 3271 Email: tmclark@brla.gov			
VENDOR NAME				MAILING ADDRESS			
REMIT TO ADDRESS				CITY, STATE, ZIP			
TELEPHONE NO.		FAX NO.		E-MAIL			
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER				TITLE			
AUTHORIZED SIGNATURE (Required)				PRINTED NAME			
TO BE COMPLETED BY VENDOR: CONTRACTORS LICENSE IF APPLICABLE _____ 1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER. 2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.							
Bidders should acknowledge all addenda and the date received. The Bidder acknowledges receipt of the following issued ADDENDA							
No.	Date:	No.	Date:	No.	Date:	No.	Date:
No.	Date:	No.	Date:	No.	Date:	No.	Date:

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30
ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. Bid must be signed in the designated space above and by person authorized to sign for bidder.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259
3. This proposal is to establish firm prices for materials supplies and services for the contract period to be determined. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
4. The contract shall be firm through the one year period. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. **NO FAXED OR EMAIL BIDS WILL BE ACCEPTED.**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. The City Parish specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the City parish, and to reject all proposals if that is in the best interest of the City Parish.
9. Except for bids submitted through the www.centralauctionhouse.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City- Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
10. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.

11. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
12. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
13. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
14. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the City to evaluate quality, suitability, and compliance with the specifications in the solicitation.
15. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
16. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
17. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders should submit product label, material safety data sheet and EPA registry number with bid or within five (5) days of request from purchasing office. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
11. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor. EAST BATON ROUGE PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission. .. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
18. EAST BATON ROUGE PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.
19. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
20. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.

21. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
22. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
23. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES___NO___If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.

24. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or **Nolo Contendere** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
25. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
26. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
27. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a- 133).
 - a. A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>
 - b. A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management. (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
28. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
29. East Baton Rouge Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by East Baton Rouge Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

30. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
31. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
32. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
- Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.
- 33..The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

MBE/SBE/WBE Initiative

Participation by Certified Small Entrepreneurships/DBE Initiative

This procurement has been designated as suitable for certified small entrepreneurships **(MBE/SBE/WBE)** participation.

The City of Baton Rouge, Parish of East Baton Rouge strongly encourages the participation of Small and Minority and Women-owned business in all contracts or procurements let by the City of Baton Rouge Consolidated Government for goods and services and labor and material. To that end, all Service Providers and suppliers are encouraged to utilize federal, state or locally certified Small, Minority and Women-owned businesses in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available. Proposers that are not eligible for certification are encouraged to use Small, Minority and Women-owned businesses where sub-contracting opportunities exist. To be responsive to this request for proposal, the proposer should be a Small, Minority or Women-owned businesses or have put forth a good faith effort to use certified Small, Minority or Women-owned businesses as subcontractors. By submitting and signing a proposal, the proposer certifies that they are in compliance with this requirement. The proposer shall submit with the proposal a plan and selection process outlining good-faith efforts to utilize Small, Minority or Women-owned businesses as subcontractors.

Written notification is the preferred method to inform Small, Minority and Women-owned businesses of potential subcontracting opportunities. A current list of certified Small, Minority and Women-owned businesses may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/certifiedbusiness/default.aspx>. Additionally, a current list of Small, Minority and Women-owned businesses, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/Vendor/srchven2.cfm>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE". Additional assistance may also be obtained from the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <http://www.mbda.gov/contact>.

Copies of notification to at least three (or more) certified Small, Minority and Women-owned businesses will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the proposer in writing no less than five working days prior to the date of proposal deadline.

Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

In the event questions arise after an award is made relative to the proposer's good faith efforts, the proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the Service Provider did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

ADDITIONAL REQUIREMENTS FOR THIS BID

The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.

If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.

Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.

Termination for Cause: The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.

Termination for Convenience: The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.

Termination for Non-Appropriation Clause: Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

Cybersecurity Training Requirement: Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.

Force Majeure: In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the *[name of payer]* to make the payments required under the terms hereof, or to comply with Section *[number of section]* or *[number of section]* hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

ADDITIONAL REQUIREMENTS FOR THIS BID (Continued)

If the Company fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger the performance of this contract in accordance with its terms, and either of these two circumstances does cure such failure within a period of ten (10) days (or such longer period as the Parish may authorize in writing), after receipt of notice from the City specifying such failure; or

Continuing non-performance of the Proposer in terms of specifications shall be a basis for the termination of the contract by the City. The City shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance; or

In the event the City terminates this Contract in whole or in part, as above provided, the City may procure, upon such terms and in such manner as the City may deem appropriate, items purchased similar to those terminated, and the Company shall be liable for any excess costs for such similar items, provided that the Company shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph.

Ethics: Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.

SDSs SHOULD BE SUBMITTED WITH BID OR WITHIN FIVE (5) DAYS OF REQUEST FROM PURCHASING OFFICE– FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:

All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Additionally, Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.

The City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is offering teleconference and in-person attendance by vendors at public bid openings for bids published by our office. Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

Join by phone

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time and date.

Inquiry Period:

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. ***Without exception, all questions MUST be in writing*** (even if an answer has already been given to an oral question during the pre-bid conference or job site visits.) Inquiries are to be directed as follows:

Hand Delivered or by Courier

Tian Clark, Purchasing Analyst II
City-Parish Purchasing Department
222 Street Louis Street, Room 826
Baton Rouge, LA 70802

By email: tmclark@brla.gov

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

All inquiries shall be received by 5:00 p.m. on June 7, 2023.

Schedule of Bid Items

A23 – 0525 Emergency Medical Services Uniforms and Jackets

The intent of this proposal is to establish item price. The evaluation of the items offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the items requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications. Samples must be provided, if requested. To determine exact sizing quantities, vendor agrees that, upon request, all City Parish employees' fitting and sizing, alteration, and customization will be done immediately at a location designated by the City Parish.

Uniform Dress Shirts and Trousers: (Items 0001 – 0002), per specifications

ITEM NO.:	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0001	Short or long sleeve Uniform Dress Shirt, per specification. Flying Cross UD 12000 or approved equivalent. Brand and Model Bid _____	400	EACH	\$ _____	\$ _____ Total
0002	Uniform Dress Trousers, per specification. Flying Cross Lot 3900 or approved equivalent. Brand and Model Bid _____	400	EACH	\$ _____	\$ _____ Total
	TOTAL FOR GROUP “UNIFORM DRESS SHIRTS AND TROUSERS” <i>(Items 0001 – 0002 must all be bid for consideration of award)</i>				\$ _____ TOTAL (Items 0001 – 0002)

For a unit price, a blank space, N/A or a Zero (0) may cause those items to be deemed non-responsive. If your intention is No Charge, please write that in the Unit price column.

**Schedule of Bid Items
(Continued)**

A23 – 0525 Emergency Medical Services Uniforms and Jackets

The intent of this proposal is to establish item price. The evaluation of the items offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

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Uniform Windbreaker Jacket: (Items 0003 – 0006), per specifications

ITEM NO.:	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0003	Uniform Windbreaker Jacket, per specification. Liberty Lot 526 MNV or approved equivalent. Sizes: Small, Medium, Large, and X-Large Brand and Model Bid _____	200	EACH	\$ _____	\$ _____ Total
0004	Uniform Windbreaker Jacket, per specification. Liberty Lot 526 MNV or approved equivalent. Sizes: 2X-Large through 3X-Large Brand and Model Bid _____	200	EACH	\$ _____	\$ _____ Total
0005	Uniform Windbreaker Jacket, per specification. Liberty Lot 526 MNV or approved equivalent. Sizes: 4X-Large through 5X-Large Brand and Model Bid _____	200	EACH	\$ _____	\$ _____ Total
0006	Uniform Windbreaker Jacket, per specification. Liberty Lot 526 MNV or approved equivalent. Size: 6X-Large Brand and Model Bid _____	200	EACH	\$ _____	\$ _____ Total
	TOTAL FOR GROUP “UNIFORM WINDBREAKER JACKET” (Items 0003 – 0006 must all be bid for consideration of award)				\$ _____ TOTAL (Items 0003 – 0006)

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Schedule of Bid Items (Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

The intent of this proposal is to establish item price. The evaluation of the items offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

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Belt: (Item 0007), per specifications

ITEM NO.:	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0007	Belt, per specification. Vogel Lot 5560 or approved equivalent. Brand and Model Bid _____	200	EACH	\$ _____	\$ _____ Total
	TOTAL FOR GROUP "BELT" (Item 0007 must be bid for consideration of award)				\$ _____ TOTAL (Item 0007)

For a unit price, a blank space, N/A or a Zero (0) may cause those items to be deemed non-responsive. If your intention is No Charge, please write that in the Unit price column.

Boots: (Items 0008 – 0009) per specifications-

ITEM NO.:	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0008	Boots, per specification. 6", Water proof, Thorogood #834-6218 or approved equivalent. Brand and Model Bid _____	20	EACH	\$ _____	\$ _____ Total
0009	Boots, per specification #20072.66 dated January 2010, 8", Water proof, lace up, Thorogood #834-6189 or approved equivalent. Brand and Model Bid _____	20	EACH	\$ _____	\$ _____ Total
	TOTAL FOR GROUP "BOOTS" (Items 0008 – 0009 must all be bid for consideration of award)				\$ _____ TOTAL (Items 0008 – 0009)

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Schedule of Bid Items (Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

The intent of this proposal is to establish item price. The evaluation of the items offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

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Dark Navy Shirts and Pants: (Items 0010 – 0015), per specifications

ITEM NO.:	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0010	Dark Navy Short Sleeve Work Shirt, per specification. Dickies #1574DN, or approved equivalent. Sizes: Small, Medium, Large, and X-Large Brand and Model Bid _____	150	EACH	\$_____	\$_____ Total
0011	Dark Navy Short Sleeve Work Shirt, per specification. Dickies #1574DN, or approved equivalent. Sizes: XLT through 3X-Large Brand and Model Bid _____	150	EACH	\$_____	\$_____ Total
0012	Dark Navy Short Sleeve Work Shirt, per specification. Dickies #1574DN, or approved equivalent. Sizes: 4X-Large through 5X-Large Brand and Model Bid _____	150	EACH	\$_____	\$_____ Total
0013	Dark Navy Work Pants, per specification. Dickies #874DN, or approved equivalent. Sizes 28 – 33 Brand and Model Bid _____	150	EACH	\$_____	\$_____ Total

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Schedule of Bid Items (Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

The intent of this proposal is to establish item price. The evaluation of the items offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

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Dark Navy Shirts and Pants (Continued): (Items 0010 – 0015), per specifications

ITEM NO.:	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0014	Dark Navy Work Pants, per specification. Dickies #874DN, or approved equivalent. Sizes 34 – 44 Brand and Model Bid _____	150	EACH	\$ _____	\$ _____ Total
0015	Dark Navy Work Pants, per specification. Dickies #874DN, or approved equivalent. Sizes 46 – 54 Brand and Model Bid _____	150	EACH	\$ _____	\$ _____ Total
	TOTAL FOR GROUP “DARK NAVY SHIRTS AND PANTS” (Items 0010 – 0015 must all be bid for consideration of award)				\$ _____ TOTAL (Items 0010 – 0015)

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Schedule of Bid Items (Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

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Tactical Lightweight Trousers and Shorts: (Items 0016 – 0017), per specifications

ITEM NO.:	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0016	Tactical Lightweight Trousers, per specification. Propper F525250450 or approved equivalent. Brand and Model Bid _____	200	EACH	\$ _____	\$ _____ Total
0017	Tactical Lightweight Shorts, with a 9" inseam, per specification. Propper F525350450 or approved equivalent. Brand and Model Bid _____	50	EACH	\$ _____	\$ _____ Total
	TOTAL FOR GROUP "TACTICAL LIGHTWEIGHT TROUSERS AND SHORTS" (Items 0016 – 0017 must all be bid for consideration of award)				\$ _____ TOTAL (Items 0016 – 0017)

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Schedule of Bid Items (Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

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Performance Polo Shirt (Short-Sleeve), (Items 0018 – 0020), per specifications

ITEM NO.:	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0018	Performance Polo Shirt (Short-Sleeve), per specification. Elbeco-K5134 UFX™ - Midnight Navy or approved equivalent. Sizes: X-Small (XS), Small, Medium, Large, and X-Large Brand and Model Bid _____	200	EACH	\$_____	\$_____ Total
0019	Performance Polo Shirt (Short-Sleeve), per specification. Elbeco-K5134 UFX™ - Midnight Navy or approved equivalent. Sizes: 2X-Large through 3X-Large Brand and Model Bid _____	200	EACH	\$_____	\$_____ Total
0020	Performance Polo Shirt (Short-Sleeve), per specification. Elbeco-K5134 UFX™ - Midnight Navy or approved equivalent. Sizes: 4X-Large through 6X-Large Brand and Model Bid _____	200	EACH	\$_____	\$_____ Total
	TOTAL FOR GROUP PERFORMANCE POLO SHIRT (SHORT-SLEEVE)" (Items 0018 – 0020 must all be bid for consideration of award)				\$_____ TOTAL (Items 0018 – 0020)

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Schedule of Bid Items (Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

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Public Safety Parka: (Items 0021 – 0023), per specifications

ITEM NO.:	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0021	Public Safety Parka, ANSI 107-2015 Type P Class 3, Color – HV Yellow 062, per specifications. Spiewak-S578V or approved equivalent. Sizes: Small, Medium, Large, and X-Large Brand and Model Bid _____	200	EACH	\$ _____	\$ _____ Total
0022	Public Safety Parka, ANSI 107-2015 Type P Class 3, Color – HV Yellow 062, per specifications. Spiewak-S578V or approved equivalent. Sizes: 2X-Large through 3X-Large Brand and Model Bid _____	200	EACH	\$ _____	\$ _____ Total
0023	Public Safety Parka, ANSI 107-2015 Type P Class 3, Color – HV Yellow 062, per specifications. Spiewak-S578V or approved equivalent. Sizes: 4X-Large through 5X-Large Brand and Model Bid _____	200	EACH	\$ _____	\$ _____ Total
	TOTAL FOR GROUP “PUBLIC SAFETY PARKA” (Items 0021 – 0023 must all be bid for consideration of award)				\$ _____ TOTAL (Items 0021 – 0023)

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Schedule of Bid Items (Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

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Public Safety Softshell Jacket / Liner: (Items 0024 – 0026), per specifications

ITEM NO.:	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0024	Public Safety Softshell Jacket / Liner Color – Black 003, per specifications. Spiewak-S318Z-Black or approved equivalent. Sizes: Small, Medium, Large, and X-Large Brand and Model Bid _____	200	EACH	\$_____	\$_____ Total
0025	Public Safety Softshell Jacket / Liner Color – Black 003, per specifications. Spiewak-S318Z-Black or approved equivalent. Sizes: 2X-Large through 3X-Large Brand and Model Bid _____	200	EACH	\$_____	\$_____ Total
0026	Public Safety Softshell Jacket / Liner Color – Black 003, per specifications. Spiewak-S318Z-Black or approved equivalent. Sizes: 4X-Large through 5X-Large Brand and Model Bid _____	200	EACH	\$_____	\$_____ Total
	TOTAL FOR GROUP “PUBLIC SAFETY SOFTSHELL JACKET / LINER” (Items 0024 – 0026 must all be bid for consideration of award)				\$_____ TOTAL (Items 0024 – 0026)

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CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION

The intent of this proposal is to provide for the purchase and delivery of new uniforms and uniform jackets for the Emergency Medical Services in accordance with the specifications. All bidders should enclose with their bid two (2) copies of detailed manufacturers specifications on the uniforms and jackets being bid including a complete list of any deviations from the specifications listed. Literature and/or specifications must be submitted upon request. If requested, literature and/or specifications must be submitted within seven (7) days. The evaluation of the clothing offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

FITTING: The vendor shall provide fittings and alterations for all personnel in as necessary. Alterations must be completed within forty-eight (48) hours after fitting.

SAMPLE: Sample(s) may be required. When requested, samples must be furnished at vendor's expense, and received not later than seven (7) days after the request. Packages should be clearly labeled with the file number. In addition, each individual sample with the package should be clearly labeled with bidder's name, manufacturer's brand name and number, file number and item referenced. Any part of merchandise received that does not meet the quality standards and construction of the sample will be rejected and returned at vendor's expense. Any other sample received, if not destroyed in testing, may be returned at the bidder's expense. Request for return, shipping authorization, and sufficient return postage must be received no later than 10 days after receipt of sample.

DELIVERY: Delivery must be made within two (2) weeks after receipt of order.

SIZES: The following male and female sizes must be available: Trousers [Sizes 28 – 54 (short and long must be available)]; Shirts (Men's Sizes 14-1/2 – 20 and Women's Sizes 6 – 24); Jackets (Sizes XS – 6XL). Belts (Sizes 26" – 58"). (Indicate any additional charge for larger sizes).

EMBLEMS: Bid price shall include application of up to three (3) emblems to all shirts. All emblems will be provided by the agency. A representative sampling is shown in Attachment A.

PATCHES: Bid price shall include application of three (3) cloth patches. All patches will be provided by the agency. A representative sampling is shown in Attachment B.

QUALITY LEVEL: All items shall be new, unused, and a current standard product of an established Manufacturer, except for such deviations as may be required by each item specification. Items shall have a neat, well finished appearance and shall be free of all imperfections and/or defects which might affect overall appearance, normal life, or service ability. Seconds, irregulars, shorts, or run-of-the-mill are not acceptable. There shall be no broken or loose yarns, stitches or seams. Threads shall be trimmed, and hems shall be smooth, straight, and uniform.

SPECIFICATIONS

A23 – 0525 Emergency Medical Services Uniforms and Jackets

Item 0001

Uniform Dress Shirt

STYLE: Flying Cross UD 12000 or approved equivalent. Shall be a standard quality short sleeve or long sleeve tailored shirt, cut on a form fitting line.

MATERIAL: Shall be an 8 ounce per linear yard 100% textured woven polyester with a zelcon finish, and a tropical weave such as Tex-Trop. Knit or Polyester Gabardine is not acceptable.

TAILORING: All stitches shall be of proper tension and size to avoid puckering after the shirt has been laundered and to provide durable press performance. All sewing shall be with Dacron care thread to match shirt fabric. The collar shall be single stitched 1/4" from edge. The pocket and flaps shall be single stitched on the edge.

COLLAR: Convertible collar shall be one piece and measure 3-1/4" long at the points and 1-5/8" wide at back. The collar shall be made with permanent collar stays of good quality stalar vinyl 2-3/4" in length and 3/8" wide. There must be tie space of approximately 1/4" when the collar is buttoned. Inner stand and inner yoke shall be made of 100% nylon Rip-Stop fabric (70/70 denier, 112 X 100) with permanent press finish. Collar is to be lined with 100% Dacron.

SLEEVES: Sleeves shall be straight and whole with 5/8" hem. The finish shall be 9-1/2" long from shoulder seam. The sleeves shall be secured to the body of the shirt by a narrow stitch with a safety stitch to properly strengthen the seam. This same stitch must be used on the side closing seams as well.

Long sleeve to have a full button placket with two (2) buttons on sleeve cuff. Sleeve lengths to be available from 31" through 37".

FRONT: The front shall have a facing 3-1/4" in width extending from neckline to bottom of shirt provided by a turn under of material. The left front shall have seven (7) buttonholes, 3/4" from edge, and 3-1/2" apart. Button to be securely attached through two thickness of material forming right front and shall correspond to each buttonhole.

BACK: There is to be a yoke composed of an outer piece of the same material as the basic shirt and an inner piece of 100% nylon Rip-Stop fabric (70/70 denier, 112 X 100).

POCKETS: Shall have two breast pockets with mitered corners to finish 5-5/8" wide and 6-1/4" long. The left breast pocket to have a pencil opening about 1-1/4". Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading.

FLAPS: Shall have two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/2" in width. Flaps to be interlined with 425 weight mellopress. The side points of the flaps are to be secured to the pocket with Velcro fasteners sewn onto the flaps and pockets.

BADGE TAB: Shall be reinforced on the inside of the shirt by a strip of material 1-1/2" wide, stitched and folded, so that raw edges are not showing. The stitch to reinforcement strip shall extend from the flap stitch to the joining seam at the front of the yoke. Shall have two small horizontal buttonholes 1-1/4" apart with the bottom buttonhole 1-1/4" above top of left flap.

SHOULDER STRAPS: The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one button. The straps shall measure 2" at the sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to the shoulders with a row of cross stitching 2" from sleeve head seam and diagonally across from each end of seam to the sleeve head seam.

CREASES: Shirt to have permanent military creases: one crease in each front extending from hem to joining seam; three (3) vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease. Creases to be stitched in shirt.

BUTTONS/ZIPPER: Buttons shall be made from thermo-setting polyester material and shall match fabric. A color coordinated heavy duty zipper shall be provided to join the shirt front. The first, second, and bottom buttons shall join the shirt front.

SPECIFICATIONS

(Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

Item 0001

Uniform Dress Shirt

COLOR: Dark navy. Must match existing uniform shirts.

SIZE: Size shall be marked with indelible ink on inside of collar and on outside of left front tail. Sizes to be by neck size only, S-M-L not acceptable. Female size must also be provided.

PRESSING AND PACKING: Shirts shall be carefully pressed by hand in first class manner. Shirts shall be packed three (3) per box with sizes marked on the outside of the box at one end.

Item 0002

Uniforms Dress Trousers

FABRIC: 100% Dacron/Polyester textured.

COLOR: Navy blue.

DESIGN: Flying Cross Lot 3900 or approved equivalent. Trousers shall be manufactured from up-to-date patterns and shall be designed so that there will be no "peg" at the hip, or a baggy seat. The front shall be plain (no pleats), two 1/4" top pockets, and two hip pockets. The left hip pocket shall have a tab to button. The front pocket shall have a minimum opening of 6-1/2" and shall be 6" deep from the bottom of the opening. They shall be stitched, turned, and top stitched. The hip pockets shall have an opening of approximately 6" from bar-tack to bar-tack and shall be 6" deep. Hip pockets will be of the double welt method, and shall be finished in such a manner that there is no top stitching. The welts shall be interlined with pellon. All pockets must have a firm straight bar-tack for reinforcing strength.

POCKETING: The pocketing shall be 50% polyester, 50% cotton blend, minimum, 2.70 weight with a minimum 70 X 60 count. The color of the pocketing shall be black, medium blue, or brown so as to be the same color or a contrasting color to the outer fabric. White or off-white color pocketing is not acceptable.

WAISTBAND: Waistband curtain to be of the same fabric as the pocketing (black, medium blue, or brown; 50% polyester, 50% cotton) and shall close with a hook and eye. The waistband curtain must be attached to the trouser with a zigzag stitch.

FLY LINING: The right fly shall be the same fabric and color as the waistband and pocketing. The right fly lining must be sewn to the left fly below the zipper with strong closure. There must be French fly closure on the inside of the right fly. The fabric for the French fly must be the same as the outer material of the trousers.

BELT LOOPS: There shall be a minimum of 7 belt loops 3/4" wide, double thickness. Each loop must be interlined with a non-woven fabric. All loops, except for the back center loop, must be sewn into the bottom of the waistband. The top of all loops shall be caught into the waistband curtain seam. The waistband shall measure approximately 2" wide when finished - wide enough to comfortably accommodate a belt 1-5/8" wide.

MISCELLANEOUS: Trousers must have a Talon #42 memory lock zipper, the tape of which has permanent press finish. There shall be a bar-tack at the bottom of the fly going through the zipper tape. The trousers must be seamed with matching thread and the seat seam stitched with two (2) threads. All exposed inside edges must be serged.

LABELS: The trousers must have a care label permanently affixed and must also have size label showing fiber content with WPL number.

SPECIFICATIONS

(Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

Item 0003 - 0006

Uniform Windbreaker Jacket

General: Liberty Model 526MNV or approved equivalent, fully lined with 100% Nylon Taffeta. 26" average length. Banded Collar for styled appearance. Epaulets with X stitched and Metal P Buttons. Two Pleated Patch Pockets with flaps & Metal P buttons. Panel Front construction with two set-in hand warmer pockets. Inside Breast Patch Pocket.

Material: 100% Polyester Oxford. Acrylic Back Coated Shell Material for water & wind resistance, 200 Denier with Acrylic Back Coating, and Durable Water Repellent Finish.

Additional Features:

Shirred Elastic waistband. Zipper side vents with tab Delrin non-freeze zipper. Badge Tap with Metal Eyelets sewn on.

Liner: Zip out liner 4.4oz bonded 100% Poly Fiberfill, Nylon face & back, inside cargo.

Color: Navy Equal to Liberty Lot 526MNV.

Size: Small thru 6XL

SIZE TAG AND CARE INSTRUCTIONS: Each jacket shall have a sewn in label giving care instructions and shall be marked with lot number, size, fiber content, and WPL number.

FINISHING: The jacket shall be made in a first class workmanlike manner with all loose threads removed.

WARRANTY: One year against workmanship or fabric defects.

Item 0007

Belt

STYLE: *Vogel Lot 5560V 1-1/2" black top grain leather. Leather to be deeply embossed basket weave to match existing uniform belt. Belt to have a quality Velcro fastener to assure smooth dressy appearance.*

Items 0008 – 0009

Boots

STYLE: Thorogood 6" #834-6218 or approved equivalent and 8" #834-6189 or approved equivalent, waterproof lace up boots with black full grain leather/black action leather/1200 Denier nylon, two density rubber with integrated EVA outer soles, two zone wicking mesh liner, removable two density polyurethane "shock zone" insert with air flow vent insoles, composite shank, total non-metallic thoro-dri waterproof system, and blood borne pathogen compliant.

Items 0010 – 0015

Dark Navy Shirts and Pants

SHIRT STYLE: Dickies #1574DN, or approved equivalent, 65% polyester/ 35% cotton, 5 ½ oz. twill, dark navy short sleeve work shirt with visa stain release finish and extra-long tail. Sizes S – 5XL.

PANT STYLE: Dickies #874DN, or approved equivalent, 65% polyester/35% cotton, 8 ½ oz. twill, dark navy work pants with flat front, permanent crease, distinctive tunnel belt loops, lock stitched hem, and scotch guard stain release finish. Sizes 28 – 54.

SPECIFICATIONS
(Continued)
A23 – 0525 Emergency Medical Services Uniforms and Jacket

(Items 0016 – 0017)
Tactical Lightweight Trousers and Shorts

GENERAL

The intent of this specification is to provide for the purchase and delivery of new EMS Tactical Trousers Proper International style #F525250450, or approved equivalent and new EMS Tactical Lightweight Shorts Proper International style #F525350450, or approved equivalent, as specified below. Bidders must enclose with their bid two (2) copies of detailed manufacturers specifications on the clothing being bid including a complete list of any deviations from the specifications listed. The evaluation of the product offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

Details:

- 6.4 oz 65% Polyester / 35% Cotton Lightweight Ripstop
- Color: Navy
- Fade and Wrinkle Resistant
- Shrinking Resistant
- DuPont Teflon™ Fabric Protector to repel Liquids and resist Stains
- Sturdy Snap Closure with French Fly
- Hand pockets with reinforcement
- Heavy-Duty Double Seat and Knee
- Action-Stretch Waistband
- Side Elastic Waistband
- Relaxed fit – elastic waistband sits at the waist. Relaxed through hip and thigh
- Nine Pocket Design
- Seat Reinforcement Pocket
- Reinforced Knee with Internal Pad Openings for tactical duty and training
- Wallet Pocket-in-a-Pocket
- Extra-Large Belt Loops

Men's Sizes: 28 – 54

Women's Sizes: 2 – 20

Men's Tactical Lightweight Shorts

Details:

- 6.4 oz 65% Polyester / 35% Cotton Lightweight Ripstop
- Color: Navy
- Fade and Wrinkle Resistant
- Shrinking Resistant
- DuPont Teflon™ Fabric Protector to repel Liquids and resist Stains
- 9" inseam
- Sturdy Snap Closure with French Fly
- Hand pockets with reinforcement
- Heavy-Duty Double Seat
- Action-Stretch Waistband
- Side Elastic Waistband
- Relaxed fit – elastic waistband sits at the waist. Relaxed through hip and thigh
- Nine Pocket Design
- Seat Reinforcement Pocket
- Wallet Pocket-in-a-Pocket
- Extra-Large Belt Loops

SPECIFICATIONS
(Continued)
A23 – 0525 Emergency Medical Services Uniforms and Jackets
(Items 0018 – 0020)
Elbeco-K5134 UFX™ Tactical Performance Polo Shirt (Short-Sleeve)

GENERAL

The intent of this specification is to provide for the purchase and delivery of new EMS Polo Shirts comparable to Elbeco-K5134 UFX™ Tactical Performance Polo Shirt, short sleeve, as specified below. Bidders must enclose with their bid two (2) copies of detailed manufacturers specifications on the clothing being bid including a complete list of any deviations from the specifications listed. The evaluation of the product offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

Components

The performance Polo Shirt shell consists of polyester microfiber Swiss pique knit and is unlined. It is hip length and has short sleeves, an oversized chest and is designed to be worn over body armor and perspiration management liners.

- Side panels for improved mobility and comfort
- Comfort cut allows for wear over body armor
- No-curl knit collar with stays for a professional appearance
- Tagless neck for no-scratch comfort
- Dual mic shoulder pockets and center mic loop so mic can be placed in desired location
- Hidden pen pocket on sleeve for easy access
- Accepts embroidery and silkscreening
- Care: Machine Washable
- Antimicrobial
- Nano Moisture Wicking

Fabric

Shirt Shell Fabric

Fabric:	100% Polyester Microfiber
	Construction: Swiss Pique Knit
Yarns:	Face- Spin Yarn 36 singles
	Stitch- 70 denier microfilament polyester
Width:	58/60 inches
Weight :	7.25 oz. / sq. yard
Finish:	Piece Dyed/ Q-WICK

SPECIFICATIONS

(Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

(Items 0018 – 0020)

Elbeco-K5134 UFX™ Tactical Performance Polo Shirt (Short-Sleeve)

Color: Midnight Navy

The construction and top stitch thread shall match the color of the shell fabric. The buttons and binding tape shall match the color of the shell fabric.

Style

Elbeco-K5134 UFX™ “Performance Polo-Short Sleeve”. The performance Polo Shirt features a two button placket and set-in sleeves, it has placket and shoulder epaulets and short sleeves. The chest is over sized and the color and cuffs are made from the shirt shell fabric. It has a split tail hem and it is unlined and uninsulated. The Polo Shirt is designed to be worn over body armor.

Front

The front shall be one piece construction. The front shell has a center front placket with a two-button closure. The front placket shall house a microphone epaulet. The chest is over sized to accommodate body armor. The front length shall be a minimum of 36-inches long.

Placket

The placket assembly shall be in a French seam design and set in the boxed seam below the collar of the upper front. Both left and right placket shall be made of the same fabric as the shirt and be fused with a non-woven material during its subassembly. The left placket shall be faced and the right front placket shall be lined. The left and right front placket facing shall be sewn into the box seam in a neat and durable manner. The left and right front placket shall be stitched, turned and topstitched 1/16 inch gauge to the front shell. The bottom edge of the placket shall form a sharp 90° turn along the bottom of the box seam and be stitched turned and topstitched 1/16 inch gauge.

Collar

The collar and the collar lining shall be made from the shirt shell fabric and shall be fused with non-woven material during its sub-assembly. The front of the collar shall finish ¾ inch from the vertical edge of the front placket. The collar edges shall measure 3 inches wide at the center front and 3 inches wide at the center back. The collar top shall be edge-stitched ¼ inch gauge and shall be 17 ½ inches across the top. The collar and body seam shall be finished with bias cut binding tape. The binding tape shall be made with the shirt shell fabric. The binding tape shall be set via a mechanical folder and top stitched 1/16 inch. The ends of the binding tape shall be sewn into the front placket and box seam. The exterior of the collar and body seam shall be top stitched ¼ inch gauge.

Back

The back shall be one piece construction. It shall measure a minimum of 31 ½ inch long from the center collar seam to the bottom of the hem. The back shall have a dropped hem tail.

Sleeves

The sleeves shall have set-in shoulders and be one piece construction. The sleeves shall measure 11-inches wide at the shoulder seam and measure 22 inches long from the center of the back collar to the end of the cuff opening. The cuff opening shall measure 6 inches wide.

Cuff

The cuff piece shall be made of shirt shell fabric. The cuff shall be folded in half, surged on sewn to the sleeve piece with 3-thread over lock. The cuff shall finish 1 inch wide.

SPECIFICATIONS

(Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

(Items 0018 – 0020)

Elbeco-K5134 UFX™ Tactical Performance Polo Shirt (Short-Sleeve)

Epaulets

There shall be an epaulet on each shoulder. The epaulet shall measure 1 ½ inches wide and shall be of the same fabric as the shell fabric. The epaulet shall be folded and edge stitched 1/16 inch gauge. The end of each epaulet shall be sewn (o/c) in the top shoulder seam between the body & sleeve seams. The epaulets shall extend 5 1/2 inches from the top shoulder seam toward the collar and straddle the front and back panel shoulder seam. There shall be a single needle top stitch that secures the epaulet to the shoulder. The stitching shall form a 2 x 2 inch, boxed-x design that originates at the top shoulder seam. The epaulet shall finish in a pointed shape. The point of origin for the epaulet finish point shall be

4 ½ inches from the shoulder seam. The finish point shall be secured to the shoulder seam via a button. There shall be a 3/8 inch buttonhole ¾ inch from the finish point on the epaulet and a button sewn to shoulder seam. There shall be a microphone tab in the placket. The epaulet shall measure ½ inch wide and shall be of the same fabric as the shirt shell fabric. The epaulet shall be folded and edge stitched 1/16 inch gauge. The ends of the epaulet shall be set above the placket assembly in between the placket seam and box seam. The epaulet shall be set no more than ¼ inch above the bottom of the box seam.

Hem

The hem shall be of a split tail design. The hem shall be vented at the sides. The side vent shall extend 2 inches up from the front hem finished edge and shall be bar tacked where it intersects at the side seam. The hem shall be 3-thread edge stitched folded ¾ inch and double needle top stitched ¼ inch gauge. The hem shall be 2 inches longer in the back.

Buttons

The buttons shall be first grade 24 ligne melamine and have two thread holes. The buttons shall be dyed to match the shirt shell fabric color.

Seams and stitching

All stitching shall be lock stitch type 301. All exposed exterior seams, excluding under sleeves and side seam shall be topstitched ¼ inch gauge.

Thread

All construction thread shall be minimum size Tex 30 or 50/2. All top stitch thread shall be minimum size Tex 40 or 30/2.

Sizes

Shirt shall be available in following sizes: XS – 6X

Labels

Manufacture and size labels be sewn onto the binding tape in the center of the back collar. Care instruction, manufacture's identification and R/N # shall be sewn into the left side seam of the lower body.

SPECIFICATIONS

(Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

(Items 0021 – 0023)

Public Safety Systems Parka

Spiewak Vizguard Public Safety Systems Parka S578V or Approved Equivalent

- Must comply with ANSI 107-2015 Type P Class 3
- Color: HV Yellow 062
- Waterproof, breathable and windproof
- Outershell with sealed seams
- 2" Silver high intensity retro-reflective material
- Three-piece waterproof, windproof, breathable drop-in hood with drawcords
- Pit zips under sleeve to allow enhanced ventilation
- Side vent zippers allow access to equipment
- Performance sleeve allows complete range of motion
- Shoulder tabs for clip-on mics, left and right
- Full zip-to-the-neck collar
- Large inside storage pocket
- Badge tab on left chest
- Inside zippered security pocket
- Bottom lining zipper and hidden zipper in the inside storage pocket allows access to shell for personalization
- 4" black lettering across top back of jacket to read EMS (ATTACHMENT C)

(Items 0024 – 0026)

Public Safety Softshell Jacket

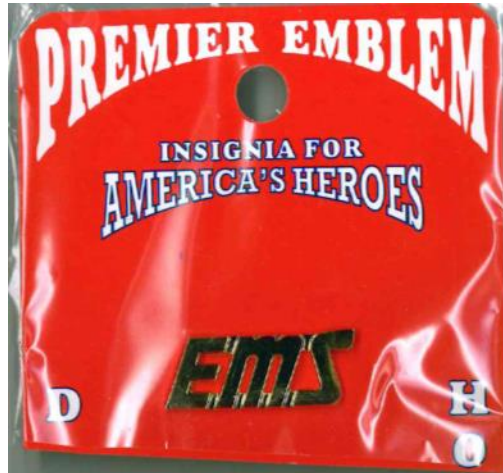
Spiewak Softshell Jacket / Liner S318Z or Approved Equivalent

- Color: Black 003
- Windproof, waterproof, breathable membrane (seams not sealed)
- Clean uniform appearance
- Back gripper waistband
- High quality microfleece interior
- Front elasticized shockcords with keeper snaps
- Epaulets with mic holders
- Storm fly front behind zipper for added wind protection
- Adjustable power hook and loop cuffs
- Full zip to the neck collar
- Tricot-lined sleeves and pockets
- Side vent zippers
- Zips into outershells S1780, S366VZR, S3616, SH3466, S578V, S3818, S577V, S588VT, S577CF, S588VTR

SPECIFICATIONS (Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

ATTACHMENT A



SPECIFICATIONS

(Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

ATTACHMENT B



SPECIFICATIONS
(Continued)

A23 – 0525 Emergency Medical Services Uniforms and Jackets

ATTACHMENT C



DEVIATIONS
(If Applicable)

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0001	Short or long sleeve Uniform Dress Shirt, per specification. Flying Cross UD 12000 or approved equivalent. Per Specifications
Brand and Model Bid: <hr/>	

**DEVIATIONS
(If Applicable)**

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0002	Uniform Dress Trousers, per specification. Flying Cross Lot 3900 or approved equivalent. Per Specifications
Brand and Model Bid: <hr/>	

**DEVIATIONS
(If Applicable)**

A23- 0525 Emergency Medical Services Uniforms and Jackets

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0003	Uniform Windbreaker Jacket, per specification. Liberty Lot 526 MNV or approved equivalent. Sizes: Small, Medium, Large, and X-Large Per Specifications
Brand and Model Bid: _____	

**DEVIATIONS
(If Applicable)**

A23-0525 Emergency Medical Services Uniforms and Jackets

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0004	Uniform Windbreaker Jacket, per specification. Liberty Lot 526 MNV or approved equivalent. Sizes: 2X-Large through 3X-Large Per Specifications
Brand and Model Bid: _____	

A23-0525 Emergency Medical Services Uniforms and Jackets

ITEM NO 0005	Uniform Windbreaker Jacket, per specification. Liberty Lot 526 MNV or approved equivalent. Sizes: 4X-Large through 5X-Large Per Specifications
Brand and Model Bid: <hr/>	

DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0006	Uniform Windbreaker Jacket, per specification. Liberty Lot 526 MNV or approved equivalent. Size: 6X-Large Per Specifications
Brand and Model Bid: <hr/>	

**DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets**

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0007	Belt, per specification. Vogel Lot 5560 or approved equivalent. Per Specifications
Brand and Model Bid: <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/>	

**DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets**

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0008	Boots, per specification. 6", Water proof, Thorogood #834-6218 or approved equivalent. Per Specifications
Brand and Model Bid: <hr/>	

**DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets**

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0009	Boots, per specification #20072.66 dated January 2010, 8", Water proof, lace up, Thorogood #834-6189 or approved equivalent Per Specifications
Brand and Model Bid: <hr/>	

**DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets**

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0010	Dark Navy Short Sleeve Work Shirt, per specification. Dickies #1574DN, or approved equivalent. Sizes: Small, Medium, Large, and X-Large Per Specifications
Brand and Model Bid: <hr/>	

DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0011	Dark Navy Short Sleeve Work Shirt, per specification. Dickies #1574DN, or approved equivalent. Sizes: XLT through 3X-Large Per Specifications
Brand and Model Bid: <hr/>	

**DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets**

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0012	Dark Navy Short Sleeve Work Shirt, per specification. Dickies #1574DN, or approved equivalent. Sizes: 4X-Large through 5X-Large Per Specifications
Brand and Model Bid: <hr/>	

DEVIATIONS
(If Applicable)
A23- 0525 Emergency Medical Services Uniforms and Jackets

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0013	Dark Navy Work Pants, per specification. Dickies #874DN, or approved equivalent. Sizes 28 – 33 Per Specifications
Brand and Model Bid: <hr/>	

DEVIATIONS
(If Applicable)

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0014	Dark Navy Work Pants, per specification. Dickies #874DN, or approved equivalent. Sizes 34 – 44 Per Specifications
Brand and Model Bid: <hr/>	

DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0015	Dark Navy Work Pants, per specification. Dickies #874DN, or approved equivalent. Sizes 46 – 54 Per Specifications
Brand and Model Bid: <hr/>	

**DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets**

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0016	Tactical Lightweight Trousers, per specification. Propper F525250450 or approved equivalent. Per Specifications
Brand and Model Bid: <hr/>	

**DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets**

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0017	Tactical Lightweight Shorts, with a 9" inseam, per specification. Proper F525350450 or approved equivalent. Per Specifications
Brand and Model Bid: <hr/>	

**DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets**

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0018	Performance Polo Shirt (Short-Sleeve), per specification. Elbeco-K5134 UFX™ - Midnight Navy or approved equivalent. Sizes: X-Small (XS), Small, Medium, Large, and X-Large Per Specifications
Brand and Model Bid: <hr/>	

**DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets**

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0019	Performance Polo Shirt (Short-Sleeve), per specification. Elbeco-K5134 UFX™ - Midnight Navy or approved equivalent. Sizes: 2X-Large through 3X-Large Per Specifications
Brand and Model Bid: <hr/>	

DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0020	Performance Polo Shirt (Short-Sleeve), per specification. Elbeco-K5134 UFX™ - Midnight Navy or approved equivalent. Sizes: 4X-Large through 6X-Large Per Specifications
Brand and Model Bid: _____	

DEVIATIONS
(If Applicable)

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0021	Public Safety Parka, ANSI 107-2015 Type P Class 3, Color – HV Yellow 062, per specifications. Spiewak-S578V or approved equivalent. Sizes: Small, Medium, Large, and X-Large Per Specifications
Brand and Model Bid: <hr/>	

DEVIATIONS
(If Applicable)

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0022	Public Safety Parka, ANSI 107-2015 Type P Class 3, Color – HV Yellow 062, per specifications. Spiewak-S578V or approved equivalent. Sizes: 2X-Large through 3X-Large Per Specifications
Brand and Model Bid: <hr/>	

DEVIATIONS
(If Applicable)

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0023	Public Safety Parka, ANSI 107-2015 Type P Class 3, Color – HV Yellow 062, per specifications. Spiewak-S578V or approved equivalent. Sizes: 4X-Large through 5X-Large Per Specifications
Brand and Model Bid: <hr/>	

**DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets**

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0024	Public Safety Softshell Jacket / Liner Color – Black 003, per specifications. Spiewak-S318Z-Black or approved equivalent. Sizes: Small, Medium, Large, and X-Large Per Specifications
Brand and Model Bid: <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/>	

**DEVIATIONS
(If Applicable)
A23-0525 Emergency Medical Services Uniforms and Jackets**

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0025	Public Safety Softshell Jacket / Liner Color – Black 003, per specifications. Spiewak-S318Z-Black or approved equivalent. Sizes: 2X-Large through 3X-Large Per Specifications
Brand and Model Bid: <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/>	

DEVIATIONS
(If Applicable)

The brand and model used in this specification is used to denote the style, type, character and quality standard requested. Please note the brand and model that you are bidding in the designated spaces provided below. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO 0026	Public Safety Softshell Jacket / Liner Color – Black 003, per specifications. Spiewak-S318Z-Black or approved equivalent. Sizes: 4X-Large through 5X-Large Per Specifications
Brand and Model Bid: <hr/>	

**BIDDER'S ORGANIZATION
BIDDER IS:**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

_____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a _____ corporation organized under the laws of the State of _____ and _____ domiciled in _____

was held this ____ day of _____, 20____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____

_____ a corporation created under the laws of the State of _____ domiciled in _____ ;

that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the ____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 20____.

SECRETARY

AGREEMENT (sample)

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the ____ day of _____, 202__, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and _____ (herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title _____

Contract Period _____

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. Bid Documents complete with terms and conditions
 - B. The Contractor's Proposal with all attachments.
 - C. The Specifications
 - D. Federal Clauses & US Treasury Regulations, if applicable
 - E. The following enumerated addenda: _____
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
OWNER

By _____
Sharon Weston Broome, Mayor-President

WITNESS:

CONTRACTOR

By _____

(Typed Name and Title)

Approved as to form:

Parish Attorney's Office

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A. General Liability Insurance

General Liability insurance, endorsed to provide coverage for explosion, collapse and underground damage hazards to property of others; Contractual Liability, Products and Completed Operations (for a minimum of two year after acceptance of the Work), **Additional Insured and Waiver of Subrogation in favor of Contractor and Owner.**

	Limits
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Per Occurrence	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Payments	\$5,000

B. Automobile Liability Insurance

Automobile Liability insurance which shall include coverage for all owned, non-owned and hired and shall be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.

Bodily Injury and

Property Damage \$1,000,000 Combined Single Limit Each Occurrence (Minimum)

C. Worker Compensation and Employers Liability Insurance

Subcontractor agrees to comply with Workers Compensation laws of the state where the Work is performed, and to maintain a Workers Compensation and Employers Liability policy. **The policy shall include a Waiver of Subrogation endorsement in favor of the Contractor and Owner. Full statutory liability for State of Louisiana with Employer's Liability Coverage.**

Workers Compensation	Statutory
Employer's Liability	\$1,000,000 Each Accident (Minimum)
	\$1,000,000 Disease Each Employee

D. Excess Umbrella Liability Coverage

Excess/Umbrella Liability insurance shall be follow form the primary coverages and shall be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.

Bodily Injury and	
Property Damage	\$1,000,000 Combined Single Limit Each Occurrence (Minimum)

E. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

F. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

G. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

H. The Certificate Holder should be shown as:

**City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
222 St. Louis Street
8th Floor Room 826
Baton Rouge, LA 70802**

STANDARD FEDERAL AWARD CONTRACTOR TERMS AND CONDITIONS

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH shall give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR.

Upon termination for cause or convenience, the CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.

Should the CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.

2. **Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the CITY-PARISH may in its sole discretion:
 - a. elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
 - b. hire another subconsultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or pursue and obtain any and all other available legal or equitable remedies.
3. **Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:
 - a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

- d. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, The CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

- a. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00** must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- b. If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY-PARISH, and the appropriate Environmental Protection Agency Regional Office.
- c. If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

7. **Debarment & Suspension.** A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by CITY-PARISH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY-PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

8. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. **Surveillance Services or Equipment.** A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

10. **Domestic Preferences for Procurement.** As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FEDERAL CLAUSES & US TREASURY REGULATIONS, IF APPLICABLE

FEDERAL TERMS AND CONDITIONS APPLICABLE FOR ALL CONTRACTS UTILIZING AMERICAN RESCUE PLAN ACT, STATE AND LOCAL FISCAL RECOVERY FUNDS.

1. **Use of Funds.** THE CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
THE CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, THE CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. **Reporting.** THE CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records.** THE CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of THE CONTRACTOR in order to conduct audits or other investigations.

Records shall be maintained by THE CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** THE CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by THE CONTRACTOR.
8. **Conflicts of Interest.** THE CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. THE CONTRACTOR and their sub consultants must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. **Compliance with Applicable Law and Regulations.**

- a) THE CONTRACTOR agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. THE CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and THE CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b) Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Sub award and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmental-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. THE CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmental-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of THE CONTRACTOR's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** THE CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. accidentally **§§ 1501-1508 and 7324-7328**), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** THE CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of THE CONTRACTOR] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to THE CONTRACTOR (1) in excess of the amount to which THE CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by THE CONTRACTOR shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by THE CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the THE CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. **Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to THE CONTRACTOR or third persons for the actions of THE CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by THE CONTRACTOR does not in any way establish an agency relationship between the United States and THE CONTRACTOR.

16. **Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, THE CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - (i) A member of Congress or a representative of a committee of Congress;
 - (ii) An Inspector General;
 - (iii) The Government Accountability Office;
 - (iv) A Treasury employee responsible for contract or grant oversight or management;
 - (v) An authorized official of the Department of Justice or other law enforcement agency;
 - (vi) A court or grand jury; or
 - (vii) A management official or other employee of THE CONTRACTOR, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. THE CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their sub-consultants, and contractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

18. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), THE CONTRACTOR should encourage its employees, and their sub-consultants, and contractors to adopt and enforce policies that ban text messaging while driving, and THE CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

19. **Equal Employment Opportunity.** During the performance of this contract, THE CONTRACTOR agrees as follows:

- a. THE CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. THE CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. THE CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. THE CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of THE CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. THE CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with THE CONTRACTOR's legal duty to furnish information.
- d. THE CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of THE CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. THE CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. THE CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of THE CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and THE CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. THE CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. THE CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, THE CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

THE CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5•, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. THE CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

21. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section THE CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. Withholding for unpaid wages and liquidated damages.

The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by THE CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- c. Subcontracts. THE CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00** must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

THE CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- a. THE CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- b. If this contract is funded by federal dollars, THE CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.

23. If this contract is funded by federal dollars, THE CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury. **Debarment & Suspension.** A contract award must not be made to parties listed on the governmental-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, THE CONTRACTOR is required to verify that none of THE CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

THE CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Baton Rouge / Parish of East Baton Rouge. If it is later determined that THE CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Baton Rouge / Parish of East Baton Rouge, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

THE CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

24. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

THE CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

26. **Surveillance Services or Equipment.** A non-Federal entity and sub-recipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and sub-recipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

27. **Domestic Preferences for Procurement.** As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

28. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the subcontractor to comply with the terms and conditions of this contract, provided that CITY-PARISH shall give THE CONTRACTOR written notice specifying THE CONTRACTOR's failure and thirty (30) days to cure the defect.

CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving seven (7) days written notice to THE CONTRACTOR. Upon termination for cause or convenience, THE CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.

Should CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, THE CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, THE CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of THE CONTRACTOR's services.

29. **Remedies.** If any work performed by THE CONTRACTOR fails to meet the requirements of the AGREEMENT, CITY-PARISH may in its sole discretion:

- (i) elect to have THE CONTRACTOR re-perform or cause to be re-performed at THE CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
- (ii) hire another sub-consultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the CONTRACTOR from any amounts due to THE CONTRACTOR; or
- (iii) pursue and obtain any and all other available legal or equitable remedies.

30. **Energy Policy and Conservation Act:** THE CONTRACTOR hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

31. **Copeland Anti-Kickback Act:**

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

32. **No Obligation by Federal Government.** The federal government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the AGREEMENT.

33. **Program Fraud and False or Fraudulent Statements or Related Acts.** THE CONTRACTOR acknowledges that 21 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to THE CONTRACTOR's actions pertaining to this AGREEMENT.

34. **Force Majeure:** Any delay or failure of THE CONTRACTOR in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of THE CONTRACTOR and shall include, but not be limited to, acts of God, strike, labor dispute, fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, THE CONTRACTOR shall receive an equitable adjustment extending THE CONTRACTOR's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to THE CONTRACTOR's compensation sufficient to account for any increased cost in performance or loss or damage suffered by THE CONTRACTOR.

COMPLIANCE WITH THE CODE OF US TREASURY REGULATIONS

- A. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. At all times, the Sub recipient shall remain an "independent contractor" with respect to the services to be performed under this Agreement. The City- Parish shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub recipient is an independent contractor.
- B. **Funds Availability:** It is expressly understood and agreed by and between the parties hereto that this agreement is wholly conditioned upon the actual receipt by the City-Parish of funds granted by the US Treasury; that all monies to be distributed to the Sub recipient hereunder shall be exclusively from US Treasury funds; and that, if said grant or such funds provided for under this Agreement are not timely forthcoming, the City-Parish may, at its sole discretion, terminate this Agreement and the City-Parish shall not be liable for payment of work or services performed by the Sub recipient under or in connection with this contract. Should the circumstances arise, at a minimum, the City-Parish will provide 60 days' notice prior to termination related to funds availability.
- C. **Hold Harmless:** The Sub recipient shall hold harmless, defend and indemnify the City-Parish from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
- D. **Workers' Compensation:** The Sub recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- E. **Insurance & Bonding:** The Sub recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. The Sub recipient shall comply with the bonding and insurance requirements for non-profits and educational institutions and governmental entities as specified in 2 CFR 200. Additional loss payee coverage shall only cover materials and equipment purchased with City-Parish funds under this grant agreement.

The Sub recipient shall carry and maintain all insurance required by law or statute, and such other insurance deemed necessary or appropriate for their operations under this contract. It is specifically understood and agreed that the Sub recipient, at its sole cost and expense, shall carry and maintain at all times during the performance of this contract, the following types of insurance:

1. Workers' Compensation and Employers' Liability insurance covering all employees engaged in services hereunder in compliance with the laws of the State of Louisiana. If Contractor is either the bona fide president, vice president, secretary, or treasurer of a corporation who owns not less than ten percent of the stock therein, or a partner with respect to a partnership in which he is employed, or a sole proprietor with respect to such sole proprietorship he may elect not to be covered by Workers' Compensation as in accordance with Title 23, Section 1035 of the Louisiana State Workers' Compensation statute as may concern any claims or injuries relating to the City of Baton Rouge and/or the Parish of East Baton Rouge, in such case a Waiver of Workers' Compensation must be signed and attached to this contract.

2. Commercial General Liability coverage shall be provided with limits of not less than \$1,000,000 for any one Occurrence and if a General Aggregate limit is used, it shall not be less than twice the Occurrence limit. Coverages are to include Premises-Operations, Personal Injury, Products/Completed Operations and Contractual Liability.
3. Automobile Liability coverage shall be provided with limits of not less than \$1,000,000 for any one occurrence. Coverages are to include all Owned, Hired and Non-Owned Automobiles. The City-Parish shall be named as Additional Insured on all Liability policies. Such insurance coverage shall be written by good and solvent companies authorized by law to carry on business in the State of Louisiana, but in no event, shall such insurance companies having a rating of less than "A-", class IV, in the current annual edition of Best's Key Rating Guide.

IN WITNESS WHEREOF, the **Contractor/Vendor/Sub recipient** understands and agrees to the above Federal and Treasury regulations award provisions.

WITNESSES:

CONTRACTOR

By: _____
(Authorized Signature, printed name)

Date: _____

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.